

NAFR

**HIGH COURT OF CHHATTISGARH, BILASPUR****WPC No. 3178 of 2019**

Smt. Dimple Gupta W/o Deepak Gupta Aged About 31 Years R/o House No. C74, S.S. Green Colony, Ddm, School Road Korba, District Korba Chhattisgarh.

**---- Petitioner****Versus**

1. State of Chhattisgarh Through The Secretary, Urban Administration Department, Mahanadi Bhawan, Mantralaya, Naya Raipur District Raipur Chhattisgarh.
2. Municipal Corporation Korba Through Its Revenue Officer, Korba District Korba Chhattisgarh, District Korba Chhattisgarh.
3. Municipal Corporation Korba Through Its Commissioner, Korba, District Korba, Chhattisgarh, District Korba Chhattisgarh.
4. Municipal Corporation Korba Through Its Superintendent, Hoarding And Advertising Department Korba, Korba District Korba Chhattisgarh.

**---- Respondents**


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For Petitioner : Shri Ashutosh Shukla, Advocate  
 For Respondent No.1/State : Shri Vikram Sharma, Dy. Govt. Advocate  
 For Respondents No. 2 to 4 : Shri B.D. Guru, Advocate

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**Hon'ble Shri P. R. Ramachandra Menon, Chief Justice**  
**Hon'ble Shri Parth Prateem Sahu, Judge**

**Order on Board****P.R. Ramachandra Menon, Chief Justice****09.12.2019**

1. The Petitioner has moved this Court with the following prayers :

“10.1 That this Hon'ble Court may kindly be pleased to issue a suitable order/direction/writ for directing the respondents to make the payment of remaining undisputed pro-rate disbursement amount with interest as per order dated 14.05.2019 in W.P.(C) No.

1016/2016 (Annexure P-1) and para 6 of the return of respondents 2,3 and 4 in W.P.(C) No. 1016/2019 (Annexure P-2);

10.2 That this Hon'ble Court may Kindly be pleased to issue a suitable order/direction/writ for directing the respondents to fix interest @ 10% per annum in the facts and circumstances of the case.

10.3 Any other relief/reliefs which may deem fit and proper in the facts and circumstances of the case, may also be allowed.”

2. Heard Shri Ashuthosh Shukla, learned counsel for the Petitioner as well as Shri B.D. Guru, learned counsel for the Corporation besides Shri Vikram Sharma, learned Deputy Advocate General representing the State.
3. The sequence of events reveal that a contract was awarded in favour of the Petitioner to place hoardings and boards in the respondent-Municipality area and the Petitioner had satisfied the requisite amount. However, all of a sudden, it was cancelled, which was put to challenge by the Petitioner by filing Writ Petition (C) No.1016 of 2019 before this Court.
4. The stand taken by the Municipality, with specific reference to paragraph-6 of the reply statement, that the liability of the Municipality will only be to the refund the 'pro-rata charges' to the Petitioner as per the terms and conditions agreed was recorded and the matter was disposed off. The operative portion contained in paragraph-3 of the judgment dated 14.05.2019, is to the following effect :

“3. After hearing both the sides, we are of the view that the right and the authority of the Municipality to

cancel the bid to cause removal of advertisement boards and hoardings is well reserved as per clause 52 of Annexure P/2. The only consequence is that the Municipality will have to refund the pro-rata charges to the petitioner which is accepted and agreed to be repaid with interest as stated in para-6 of the return. In these circumstances, without prejudice to the rights and liberties of the petitioner to get the pro-rata amount as assured from the part of the Municipal Corporation, interference is declined.”

5. The grievance projected by the Petitioner is that though the total amount remitted was Rs.22,61,974/-, the amount disbursed was only meagre being Rs.8,54,658/- and that no pro-rata disbursement was effected and hence, the grievance.
6. When the matter was taken up for consideration on 21.11.2019, it was submitted from the part of the Respondents that a proper recalculation of the amounts actually payable to the Petitioner was being worked out and that the amount, if any, would be paid to the Petitioner.
7. The matter was again considered on 05.12.2019, when the learned counsel for the Corporation submitted that the Petitioner had approached the Corporation and the issue was settled. He was paid a sum of Rs.8,54,658/- on 27.06.2019 and Rs.5,00,315/- on 21.11.2019, thus satisfying a total payment of Rs.13,54,973/-, which is stated as the 'agreed/settled amount' in full and final satisfaction. The position was sought to be confirmed by the learned counsel for the Petitioner and the matter was adjourned.

8. Today, when the matter is taken up for consideration, it is brought to the notice of this Court by the learned counsel appearing for the Respondent-Corporation submits that a calculation statement has been submitted vide covering memo dated 09.12.2019 producing copies of the relevant materials.
9. The learned counsel for the Petitioner submits that the correctness of the figures given by the Corporation requires to be ascertained. We do not find any reason to keep the matter pending, insofar as the submission made from the part of the Respondent-Corporation as above stands recorded and the matter was adjourned on the last occasion for getting instructions in this regard. That apart, if the matter was not actually settled and further amount is due, it will be always open for the Petitioner to pursue other appropriate remedy in accordance with law.
10. The writ petition stands disposed of.

Sd/-

**(P.R. Ramachandra Menon)**  
**Chief Justice**

Sd/-

**(Parth Prateem Sahu)**  
**Judge**